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2020 Sep-09 PM 12:07
U.S. DISTRICT COURT
N.D. OF ALABAMA

EXHIBIT A

DOCUMENT 1

Case 7:20-cv-01338-LSC Document 1-1 Filed 09/09/20 Fige ECFRONICALLY FILED 8/57/2020 3:37 PM

State of Alabama **Unified Judicial System**

COVER SHEET CIRCUIT COURT - CIVIL CASE

(Not For Domestic Relations Cases)

63-CV-2020-900738.00 Cas CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA 63 MAGARIA HAMNER BOBO, CLERK

Date of ⊢iling: Judge Code:

Form ARCiv-93	Rev. 9/18	(NOT OF DO	offication (Clations Cases)	08/05/2020	
		GEN	NERAL INFORMATION		
	IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA BARBARA LONG v. LINCOLN NATIONAL LIFE INSURANCE COMPANY ET AL				
First Plaintiff:	☐ Business ☐ Government	✓ Individual ☐ Other	First Defendant: ☑ Bu	siness	
NATURE OF	SUIT: Select prim	ary cause of action	, by checking box (check only one)	that best characterizes your action:	
TORTS: PERSONAL INJURY WDEA - Wrongful Death TONG - Negligence: General TOMV - Negligence: Motor Vehicle TOWA - Wantonness TOPL - Product Liability/AEMLD TOMM - Malpractice-Medical TOLM - Malpractice-Legal TOOM - Malpractice-Other TBFM - Fraud/Bad Faith/Misrepresentation TOXX - Other:			OTHER CIVIL FILINGS (cont'd) MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/ Enforcement of Agency Subpoena/Petition to Preserve CVRT - Civil Rights COND - Condemnation/Eminent Domain/Right-of-Way CTMP - Contempt of Court CONT - Contract/Ejectment/Writ of Seizure TOCN - Conversion EQND - Equity Non-Damages Actions/Declaratory Judgment/ Injunction Election Contest/Quiet Title/Sale For Division CVUD - Eviction Appeal/Unlawful Detainer FORJ - Foreign Judgment FORF - Fruits of Crime Forfeiture MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition PFAB - Protection From Abuse EPFA - Elder Protection From Abuse FELA - Railroad/Seaman (FELA) RPRO - Real Property WTEG - Will/Trust/Estate/Guardianship/Conservatorship COMP - Workers' Compensation CVXX - Miscellaneous Circuit Civil Case		
TORTS: PERSONAL INJURY TOPE - Personal Property TORE - Real Properly OTHER CIVIL FILINGS ABAN - Abandoned Automobile ACCT - Account & Nonmortgage APAA - Administrative Agency Appeal ADPA - Administrative Procedure Act ANPS - Adults in Need of Protective Services					
ORIGIN: F	✓ INITIAL FILING	3	A	O 🗌 OTHER	
OTHER CIRCUIT COURT					
HAS JURY TRIAL BEEN DEMANDED? YES NO Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)					
RELIEF REQUESTED: MONETARY AWARD REQUESTED NO MONETARY AWARD REQUESTED					
ATTORNEY CODE: DAN034 8/5/2020 3:37:37 PM Date			2020 3:37:37 PM	/s/ JEFF S DANIEL Signature of Attorney/Party filing this form	
MEDIATION REQUESTED: □YES ☑ NO □UNDECIDED					
Election to Proceed under the Alabama Rules for Expedited Civil Actions: ☐YES ☑NO					

Defendants.

ELECTRONICALLY FILED

IN CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA BARBARA LONG, Plaintiff, CIVIL ACTION NO.: MERICAN DENTAL PARTNERS OF ALABAMA, LLC, dba CUMBERLAND DENTAL; AMERICAN DENTAL PARTNERS, INC.; THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, | COMPANY, |

COMPLAINT

- 1. Plaintiff, BARBARA LONG [hereinafter referred to as Plaintiff], is over the age of nineteen (19) years and is a resident of Hale County, Alabama. Plaintiff was employed at Cumberland Dental and received paychecks from "American Dental Partners" which on information and belief is a trade name for American Dental Partners of Alabama, LLC.
- 2. Defendant, AMERICAN DENTAL PARTNERS OF ALABAMA, LLC, dba CUMBERLAND DENTAL [hereinafter referred to as "ADPALA"], is an entity with its principal place of business in Tuscaloosa County, Alabama. ADPALA, by and through its employee, provided Plaintiff's disability policy and is a necessary party to this action.
- 3. Defendant AMERICAN DENTAL PARTNERS, INC. [herein after referred to as "ADPI"] is an entity with its principal place of business in the Commonwealth of Massachusetts. Defendant ADPI is the owner of Plaintiff's disability insurance and upon information and belief is the majority controlling member of ADPALA.
 - 4. Defendant THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

[hereinafter referred to as "Lincoln"] is a foreign insurance corporation with its principal place of business in Indiana and doing business in Tuscaloosa County, Alabama. Lincoln issued Plaintiff's disability policy through its agent ADPI.

A. FACTUAL ALLEGATIONS AGAINST DEFENDANTS ADPALA, ADPI AND LINCOLN

- 5. Plaintiff was employed by Defendant ADPALA. A portion of her compensation was provided by ADPALA and/or ADPI through a disability insurance benefit through Defendant Lincoln. Defendant ADPALA and ADPI represented and provided Plaintiff with a Core LTD Comprehensive policy and also provided a "Buy-up" LTD policy, which Plaintiff accepted as part of her compensation package.
- 6. Defendant Lincoln issued a Long Term Disability Income coverage for Plaintiff in consideration for the premiums paid by Plaintiff with the effective date of February 24, 2017. (See attached Exhibit "A")
- 7. Upon information and belief, Defendant ADPI purchased a Group Long-Term Disability policy from Defendant Lincoln. The policy identifies a "Schedule" of multiple "participating employers", and identifies Cumberland Dental as a participant. Plaintiff's employer, ADPALA is not identified in the Schedule.
- 8. The plain language in the policy does not use the word "group", or otherwise define or identify any federal law or regulation for the insurance policy.
- 9. On or about December 17, 2018, Plaintiff became unable to perform her work due to her disability. Plaintiff initially was approved for and provided with her short-term disability insurance compensation.
 - 10. On or about January 28, 2019 Plaintiff submitted her first Long-Term Disability

claim to Lincoln.

- 11. On or about January 30, 2019, Plaintiff's physician wrote in his Physician's Statement that Plaintiff is substantially restricted in her ability to walk or sit during a 9-hour workday and that Plaintiff has specific restrictions for other specific actions.
- 12. On or about February 14, 2019 Defendant Lincoln received Plaintiff's initial claim form.
- 13. On or about March 15, 2019 Plaintiff received a letter from Lincoln notifying her that her request for benefits would be delayed because Lincoln needed additional information from her physician's office.
- 14. On or about April 15, 2019 Plaintiff received a second letter from Lincoln notifying Plaintiff that her request for benefits would be delayed because Lincoln was still reviewing her requested medical records.
- 15. On April 24, 2019 Plaintiff received a letter from Lincoln denying her request for benefits under her Individual Disability Income Policy alleging that Plaintiff does not meet the policy's definition of Total Disability. The April 24, 2019 letter fails to contain any directive to Plaintiff regarding any right to appeal the claim denial.
- 16. On July 24, 2019, Plaintiff submitted a letter asking for an appeal and seeking payment of her claim.
- 17. On August 6, 2019, Lincoln sent Plaintiff a copy of her claim file. The letter did not reference or acknowledge any appeal or subsequent review of Plaintiff's claim.
- 18. Upon information and belief, Defendant Lincoln did not assign any appeal number or otherwise create an appeal procedure for Plaintiff's claim.

COUNT I UNJUST ENRICHMENT

- 19. Plaintiff adopts and realleges the allegations and averments contained in paragraphs 1 through 19 herein.
- 20. A portion of Plaintiff's compensation was for disability benefits approved by ADPALA. Upon information and belief, Defendant ADPI and/or ADPALA assisted Lincoln in the maintenance and administration of the terms and coverage for the disability benefits.

 ADPALA, represented to the Plaintiff and its employees that disability benefits would be provided should the Plaintiff and participant employees become disabled from work.
- Upon information and belief, ADPI operated the disability Plan for the benefit of employees of ADPI's partner dental practices, including Defendant ADPALA, to attract and retain employees, including the Plaintiff. Defendants ADPALA corresponded to the Plaintiff that the disability benefits would be paid to Plaintiff upon a disability diagnosis. Plaintiff relied on ADPALA's representation as part of her compensation agreement and accepted employment with the Defendant.
- 22. As a proximate cause of Defendant ADPI and ADPALA's conduct, Plaintiff has been injured as described hereinabove, including loss of compensation from disability benefits and emotional distress.
- 23. The aforementioned acts and conduct by the Defendants ADPI and ADPALA, described in particularity hereinabove, have resulted in the Defendants' unjust enrichment to the detriment of Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands judgment against

Defendants, ADPI and ADPALA, jointly and severally, for compensatory damages in an amount

which a jury may determine she is entitled, plus interest and costs.

COUNT II SUPPRESSION OF MATERIAL FACTS

- 24. Plaintiff adopts and incorporates by reference all of the allegations contained in paragraphs 1 through 24 as if fully set forth herein.
- 25. Defendants ADPALA, ADPI and Lincoln fraudulently suppressed and/or concealed material facts from Plaintiff concerning her disability insurance coverage with Defendants in that they suppressed and/or concealed the facts that Plaintiff's disability claims would only be paid upon the approval of Defendant Lincoln's non-treating employee who neither saw nor treated the Plaintiff.
- 26. Defendants ADPALA, ADPI and Lincoln had a duty to disclose these material facts to the Plaintiff. ADPALA represented that "If you experience a covered disability LTD coverage pays up to 60% of your monthly salary ...".
- 27. Plaintiff relied on said misrepresentations in that she relied on the policies of insurance for disability income and relied on the representation and assurance of the disability compensation.
- 28. Plaintiff discovered Defendants' fraudulent suppression of material facts on or after December 17, 2019 upon her inability to work and application for disability compensation.
- 29. Upon information and belief, Defendants ADPALA, ADPI and Lincoln have engaged in a pattern and practice of long-term disability compensation and by denying policyholder claims based solely on the opinion of its non-treating biased physician.
 - 30. As a proximate result of Defendants' ADPALA, ADPI and Lincoln fraudulent

suppression and/or concealment, Plaintiff was caused to be damaged by losing her disability compensation and insurance benefits, suffering stress, anxiety, emotional distress and foregoing the procurement of compensation elsewhere.

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands judgment against Defendants ADPALA, ADPI and Lincoln, in such sum as a jury may deem just and proper for compensatory and punitive damages, plus interest and cost of this proceeding.

COUNT III BREACH OF CONTRACT

- 31. Plaintiff realleges and incorporates by reference the foregoing paragraphs 1 through 31 and further avers as follows:
- 32. Defendant Lincoln entered into a contract to provide disability insurance to Plaintiff. See attached Exhibit "A".
 - 33. Plaintiff paid premiums for the insurance "Buy-up" coverage.
 - 34. Plaintiff was an intended participant or beneficiary of the insurance contract.
- 35. Defendant Lincoln has breached the disability contract by failing to perform and pay disability insurance benefits to the Plaintiff.
- 36. As a direct and proximate consequence of Lincoln's breach of the disability contract, Plaintiff has been injured and damaged by losing her disability insurance benefits, suffering stress, anxiety, emotional distress and foregoing the procurement of insurance elsewhere.

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands judgment against Lincoln for compensatory damages and punitive damages, in an amount a jury may find she is entitled, plus interest and costs.

COUNT IV BAD FAITH FAILURE TO PAY INSURANCE

- 37. Plaintiff adopts the allegations and averments of the foregoing paragraphs as if set forth fully herein.
- 38. Defendant Lincoln has, without just cause, failed and refused to pay Plaintiff's disability insurance benefits pursuant to the provisions of the policy issued to Plaintiff, although Plaintiff has made due demand. Therefore, Plaintiff avers that Defendant's actions violate the common law of bad faith, *Ala. Code* §27-12-24 (1975).
- 39. Section 27-12-24 is a statute enacted specific to the insurance industry and is applied exclusively to contracts between insurance companies and their insureds. Section 27-12-24 constitutes a state law which regulates the business of insurance.
- 40. Plaintiff avers that Defendant Lincoln has a duty and is obligated to pay Plaintiff's disability benefits as described in said policy.
- 41. Defendant Lincoln knew it did not have a reasonable basis to deny the claim.

 Defendant ADPI knew that the claim file contained medical information from Plaintiff's qualified medical doctor confirming Plaintiff's disabling condition.
- 42. Defendant Lincoln failed to properly investigate the medical opinions of Plaintiff's treating physicians and hourly restrictions for Plaintiff's work as a dental assistant.
- 43. Defendant Lincoln intentionally, consciously, recklessly, knowingly, maliciously and repeatedly failed to determine whether it had a legitimate or arguable reason to refuse to pay said claim for policy benefits beyond the termination date. Defendant Lincoln did not possess any legitimate or arguable reason to refuse to pay Plaintiff's disability claims.
 - 44. As a proximate result of the aforementioned wrongful conduct of Defendant

CUMENT 2

Lincoln, Plaintiff has suffered damages under the terms of the insurance policies, incurred loss of her disability income and other damages to be shown at the time of trial. Moreover, Plaintiff has suffered anxiety, stress, worry, emotional distress, mental anguish and other damages.

45. Defendant Lincoln has acted towards Plaintiff with a conscious disregard of Plaintiff's rights, or with the intent to vex, injure, or annoy Plaintiff such as to constitute wantonness, recklessness, oppression, fraud or malice, thereby entitling Plaintiff to punitive damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands judgment against Lincoln for compensatory damages and punitive damages, in an amount a jury may find she is entitled, plus interest and costs.

PLAINTIFF DEMANDS TRIAL BY JURY

(205) 327-5773

Attorney for the Plaintiff

Facsimile:

Defendant Addresses for Service:

The Lincoln National Life Insurance Company c/o Corporation Service Company, Inc. 641 South Lawrence St.
Montgomery, AL 36104

American Dental Partners, Inc. c/o CT Corporation System 155 Federal St., Suite 700 Boston, MA 02110

American Dental Partners of Alabama, LLC c/o CT Corporation System 2 N. Jackson St., Suite 605
Montgomery, AL 36104

PLEASE SERVE DEFENDANTS BY CERTIFIED MAIL



Exhibit "A"

Insurance Policy

AMENDMENT NO. 9

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010110340

ISSUED TO: American Dental Partners, Inc.

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated April 1, 2016.

The effective date of this amendment is April 1, 2016; but only with respect to disabilities incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company



The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 1-800-423-2765 Online: www.LincolnFinancial.com

In Consideration of the Application for this Policy made by

American Dental Partners, Inc.

(herein called the Policyholder)

and the payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the person or persons entitled to them.

Policy No. 000010110340 Policy Effective Date: January 1, 2009.

Monthly Premium:

Monthly Core Long Term Disability Premium: 0.295 % of Total Covered Payroll per Month Monthly Buy-Up Long Term Disability Premium: 0.205 % of Total Covered Payroll per Month

For Buy-Up Long Term Disability Insurance, the above rate is guaranteed until January 1, 2017; unless any of the Policy's terms are changed.

Policy Anniversaries will be annual beginning on: January 1, 2017

The first premium is due on this Policy's Effective Date, and subsequent premiums are due on February 1, 2009, and on the same day of each month thereafter.

This Policy is delivered in the state of Massachusetts and subject to the laws of that jurisdiction.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska this 1st day of April, 2016.

SECRETARY

Chals A. Branding

PRESIDENT

Jonnis P. Glass

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American Dental Partners, Inc. 000010110340 SCHEDULE OF BENEFITS

ELIGIBLE CLASSES

Class 1 Physicians

Class 2 All Other Full-Time Employees

PARTICIPATING EMPLOYERS: Wisconsin Regional Resource Group

Western New York Dental Group

Valley Dental Group

University Dental Associates Sacramento Oral Surgery Premiere Dental Partners

Pennsylvania Regional Resource Group

Orthodontic Care Specialists Oklahoma Dental Group National Resource Group

Minnesota Regional Resource Group

Merit Dental Lab Metro Dentalcare Lakeside Dental Care

Improvis Development Group

Forward Dental

Deerwood Orthodontics Cumberland Dental Chestnut Hills Dental

Carus Dental

California Regional Resource Group Associated Dental Care Providers

American Family Dentistry

American Dental Professional Services American Dental Partners Foundation

American Dental Partners Information Services

Advanced Dental Specialists 1st Advantage Dental New York 1st Advantage Dental New England

Cincinnati Dental Services

Christie Dental

Arizona's Tooth Doctor for Kids

Fusion Dental Voss Dental Lab

Texas Tooth Doctor for Kids Focus Practice Consultants

Zetasys

American Dental Partners, Inc. 000010110340 SCHEDULE OF BENEFITS For Class 1 - Physicians

MINIMUM HOURS: 24 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)

30 days of continuous Active Work

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term

Disability Core Benefit. Insured employees are required to contribute to the cost of the

Long-Term Disability Buy-Up Benefit.

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 60% if Core Benefit only is elected; or 66 2/3% if Buy-Up Benefit is elected

MAXIMUM MONTHLY BENEFIT: \$10,000 if Core Benefit only is elected; or \$15,000 if Buy-Up Benefit

is elected

MINIMUM MONTHLY BENEFIT: \$100 or 10% of the Insured Employee's Monthly Benefit, whichever is

greater

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

The Maximum Monthly Benefit will not exceed the Benefit Percentage times Basic Monthly Earnings.

ELIMINATION PERIOD: 90 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 180 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

Age at Disability	Maximum Benefit Period	
Less than Age 60	To Age 65	
60	60 months	
61	48 months	
62	42 months	
63	36 months	
64	30 months	
65	24 months	
66	21 months	
67	18 months	
68	15 months	
69 and Over	12 months	

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 24 months later for Insured Employees.

Under the Policy Termination Section on form GL3001-LTD-10 04, Items (2) and (3) do not apply to the Buy-Up Benefit. Instead, the Company may terminate the Buy-Up Benefit under this Policy on the due date of any premium if less than 15% of those eligible for coverage are insured.

American Dental Partners, Inc. 000010110340 SCHEDULE OF BENEFITS For

Class 2 - All Other Full-Time Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)

30 days of continuous Active Work

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term

Disability Core Benefit. Insured employees are required to contribute to the cost of the

Long-Term Disability Buy-Up Benefit.

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 60% if Core Benefit only is elected; or 66 2/3% if Buy-Up Benefit is elected

MAXIMUM MONTHLY BENEFIT: \$10,000 if Core Benefit only is elected; or \$15,000 if Buy-Up Benefit

is elected

MINIMUM MONTHLY BENEFIT: \$100 or 10% of the Insured Employee's Monthly Benefit, whichever is

greater

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

The Maximum Monthly Benefit will not exceed the Benefit Percentage times Basic Monthly Earnings.

ELIMINATION PERIOD: 90 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 180 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

Age at Disability	Maximum Benefit Period
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 24 months later for Insured Employees.

Under the Policy Termination Section on form GL3001-LTD-10 04, Items (2) and (3) do not apply to the Buy-Up Benefit. Instead, the Company may terminate the Buy-Up Benefit under this Policy on the due date of any premium if less than 15% of those eligible for coverage are insured.

DEFINITIONS

As used throughout this Policy, the following terms shall have the meanings indicated below. Other parts of this Policy contain definitions specific to those provisions.

ACTIVE WORK or **ACTIVELY AT WORK** means an Employee's full-time performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

- 1. the Employer's usual place of business; or
- 2. any other business location where the Employer requires the Employee to travel.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

- 1. a Saturday, Sunday or holiday that is not a scheduled workday;
- 2. a paid vacation day or other scheduled or unscheduled non-workday; or
- 3. a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

This includes a Military Leave or an approved Family or Medical Leave that is **not** due to the Employee's own health condition.

ANNUAL SALARY means the Insured Employee's BASIC MONTHLY EARNINGS or PREDISABILITY INCOME multiplied by 12.

BASIC MONTHLY EARNINGS or **PREDISABILITY INCOME** means the Insured Employee's average monthly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It also includes:

1. Production pay averaged over 12 months.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Monthly Earnings permitted by this Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or **DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABILITY or **DISABLED** means Total Disability or Partial Disability.

DISABILITY BENEFIT, when used with the term Retirement Plan, means a benefit that:

- 1. is payable under a Retirement Plan due to disability as defined in that plan; and
- 2. does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in this Policy.

State of Alabama
Unified Judicial System
Form C-34 Rev. 4/2017

SUMMONS - CIVIL -

Court Case Number 63-CV-2020-900738.00

Form C-34 Rev. 4/2017	- (CIVIL -				
IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA BARBARA LONG V. LINCOLN NATIONAL LIFE INSURANCE COMPANY ET AL						
NOTICE TO: LINCOLN NATION	IAL LIFE INSURANCE COMPA	ANY, C/O CORPORATION	N SERVICECO 641 S. LAW	RENCE ST, MONTGOMERY, AL 36104		
		(Name and Addres	s of Defendant)			
THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OF OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), JEFF S DANIEL						
	[1	Name(s) of Attorney(s)	1			
WHOSE ADDRESS(ES) IS/A	RE: 2101 4TH AVENUE), BIRMINGHAM, AL) of Plaintiff(s) or Attorne			
	SERVED ON YOU OR	A JUDGMENT BY I	DEFAULT MAY BE F	MMONS AND COMPLAINT OR RENDERED AGAINST YOU FOR IT.		
TO ANY SHER	IFF OR ANY PERSON PROCEDI	N AUTHORIZED E URE TO SERVE F		RULES OF CIVIL		
☐ You are hereby comman	nded to serve this Sur	nmons and a copy	of the Complaint o	r other document in		
this action upon the abo			•			
Service by certified mail			ritten request of BA	ARBARA LONG		
•		•		[Name(s)]		
pursuant to the Alabama Rules of the Civil Procedure. 08/05/2020 /s/ MAGARIA HAMNER BOBO By:						
(Date)			e of Clerk)	By(Name)		
, ,		(0.9.7.0.0.				
✓ Certified Mail is hereby	equested.	/s/ JEFF S DA (Plaintiff's/Attorne				
RETURN ON SERVICE						
Return receipt of certifie	d mail received in this	office on				
			(Da	ate)		
☐ I certify that I personally	delivered a copy of the	nis Summons and	Complaint or other	document to		
		in		County,		
(Name of Pe	rson Served)		(Name of Co			
Alabama on						
,abama on	(Date)	-				
			(Addre	ss of Server)		
(Type of Process Server)	(Server's S	'ianoturo)		,		
(Type of Frocess Server)	(Server's S	igriature)				
	(Server's P	Printed Name)	(Phone	e Number of Server)		

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017

SUMMONS - CIVIL -

Court Case Number 63-CV-2020-900738.00

Form C-34 Rev. 4/2017	-	CIVIL -			
IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA BARBARA LONG V. LINCOLN NATIONAL LIFE INSURANCE COMPANY ET AL					
NOTICE TO: AMERICAN DENTAL PARTNERS, INC., C/O CT CORPORATION SYSTEM 155 FEDERAL ST., STE 700, BOSTON, MA 02110					
		(Name and Address of	f Defendant)		
THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUSTAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OF OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), JEFF S DANIEL					
	I	[Name(s) of Attorney(s)]			
WHOSE ADDRESS(ES) IS/A	RE: 2101 4TH AVENUE		BIRMINGHAM, AL 3523 FPlaintiff(s) or Attorney(s)		
	SERVED ON YOU OR	A JUDGMENT BY DE	FAULT MAY BE RENI	ONS AND COMPLAINT OR DERED AGAINST YOU FOR	
TO ANY SHER	IFF OR ANY PERSO PROCED	N AUTHORIZED BY URE TO SERVE PRO		JLES OF CIVIL	
☐ You are hereby comma	nded to serve this Sur	mmons and a copy of	f the Complaint or ot	her document in	
this action upon the abo	ove-named Defendant				
Service by certified mai	l of this Summons is in	nitiated upon the writt	en request of BARB	ARA LONG	
pursuant to the Alabam	a Rules of the Civil Pr	ocedure.		[Name(s)]	
08/05/2020	·				
(Date)		(Signature of	Clerk)	(Name)	
✓ Certified Mail is hereby requested. /s/ JEFF S DANIEL (Plaintiff's/Attorney's Signature)					
	RETURN ON SERVICE				
Return receipt of certifie	ed mail received in this	s office on			
_			(Date)		
I certify that I personally	delivered a copy of the	his Summons and Co	mplaint or other doc	ument to	
		in		County,	
(Name of Pe	erson Served)		(Name of County))	
Alabama on					
	(Date)	_			
			(Address of	f Server)	
(Type of Process Server)	(Server's S	Gignature)			
	(Server's F	Printed Name)	(Phone Nui	mber of Server)	

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017

SUMMONS - CIVIL -

Court Case Number 63-CV-2020-900738.00

Form C-34 Rev. 4/2017	- CIVIL -	03-04-2020-3007-30.00				
	THE CIRCUIT COURT OF TUSCALOOSA C					
	AL PARTNERS OF ALABAMA, LLC, C/O CT CORPORATION S					
	(Name and Address of De	efendant)				
THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU ME TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAIN OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HOLIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), JEFF S DANIEL						
	[Name(s) of Attorney(s)]					
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State of Alabama	SUMMONS	6	Court Case Number		
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Form C-34 Rev. 4/2017	- CIVIL -				
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BARBARA LONG V. LINCOLN NATIONAL LIFE INSURANCE COMPANY ET AL					
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State of Alabama **Court Case Number** SUMMONS Unified Judicial System 63-CV-2020-900738.00 - CIVIL -Form C-34 Rev. 4/2017 IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA BARBARA LONG V. LINCOLN NATIONAL LIFE INSURANCE COMPANY ET AL NOTICE TO: AMERICAN DENTAL PARTNERS, INC., C/O CT CORPORATION SYSTEM 155 FEDERAL ST., STE 700, BOSTON, MA 02110 (Name and Address of Defendant) THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS, YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT, A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), JEFF S DANIEL [Name(s) of Attomey(s)] WHOSE ADDRESS(ES) IS/ARE: 2101 4TH AVENUE SOUTH, SUITE 200, BIRMINGHAM, AL 35233 [Address(es) of Plaintiff(s) or Attorney(s)] THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT. TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS: You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant. Service by certifled mail of this Summons is initiated upon the written request of BARBARA LONG [Name(s)] pursuant to the Alabama Rules of the Civil Procedure. 08/05/2020 /s/ MAGARIA HAMNER BOBO By: (Date) (Signature of Clerk) (Name) /s/ JEFF S DANIEL Certified Mail is hereby requested. U.S. Postal Service CERTIFIED MAIL® RECEIPT RETURN Domestic Mail Only Return receipt of certified mail received in this office are I certify that I personally delivered a copy of this Su 40 n Extra Services & Fees (check box, add fee as appropriate) (Name of Person Served) ☐ Return Receipt (hardcopy) 007 Alabama on ☐ Return Receipt (electronic) Postmark Certified Mall Restricted De (Date) Adult Signature Required \equiv Adult Stanature Restricted Postage (Type of Process Server) (Server's Signatu ſΨ (Server's Printed or 63-CV-2(🗀 BARBARA LONG V. LINCOLN NATI C001 - BARBARA LONG PS Form 3800, April 2015 Fats Trainize (colored) (Plaintiff) (Defendant)

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State of Alabama **Court Case Number** SUMMONS **Unified Judicial System** 63-CV-2020-900738.00 - CIVIL -Form C-34 Rev. 4/2017 IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA BARBARA LONG V. LINCOLN NATIONAL LIFE INSURANCE COMPANY ET AL NOTICE TO: LINCOLN NATIONAL LIFE INSURANCE COMPANY, C/O CORPORATION SERVICECO 641 S. LAWRENCE ST, MONTGOMERY, AL 36104 (Name and Address of Defendant) THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), JEFF S DANIEL [Name(s) of Attorney(s)] WHOSE ADDRESS(ES) IS/ARE: 2101 4TH AVENUE SOUTH, SUITE 200, BIRMINGHAM, AL 35233 [Address(es) of Plaintiff(s) or Attorney(s)] THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT. TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS: Vou are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant. Service by certified mail of this Summons is initiated upon the written request of BARBARA LONG [Name(s)] pursuant to the Alabama Rules of the Civil Procedure. 08/05/2020 /s/ MAGARIA HAMNER BOBO By: (Date) (Signature of Clerk) (Name) Certified Mail is hereby requested. /s/ JEFF S DANIEL U.S. Postal Service" RETUR **CERTIFIED MAIL® RECEIPT** Return receipt of certified mail received in this officer Domestic Mail Only nformation, visit out гū I certify that I personally delivered a copy of this S Certified Mail Fee (Name of Person Served) Extra Services & Fees (check box, add fee as appropris ☐ Fletum Receipt (hardcopy) Alabama on Return Receipt (electronic) 000 Postmark Certified Mail Restricted Delivery (Date) Here Adult Signature Required Adult Signature Restricted Delivery ostage (Type of Process Server) (Server's Signal 63-CV-2日 BARBARA LONG V. LINCOLN NAT C001 - BARBARA LONG (Plaintiff) (Defendant)

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